



February 28, 2011

WORK SESSION
Taylor Conference Room
12000 Findley Road, Suite 300
<http://www.JohnsCreekGA.gov>

5:00 PM

A) PLEDGE OF ALLEGIANCE

B) OPENING COMMENTS-Mayor Bodker

C) DEPARTMENTAL UPDATES

Legal

▪Review of Agreement with Purina d/b/a
Beneful for Newtown Dog Park

▪Review of Ordinance Amending Chapter
22 for Second-Hand Dealers

▪Review of HTE Contract Assignment

▪Discussion about Charter Study
Advisory Committee

City Manager

▪Review of Monthly Action Plan

D) EXECUTIVE SESSION

E) ADJOURNMENT

AGREEMENT
BETWEEN THE CITY OF JOHNS CREEK, GEORGIA
AND
NESTLE PURINA PETCARE COMPANY

THIS AGREEMENT, is entered into this ____ day of _____, 2011, between the CITY OF JOHNS CREEK, GEORGIA (hereinafter referred to as the “City”), and Nestlé Purina PetCare Company (hereafter referred to as “Purina”).

WITNESSETH:

WHEREAS, the City of Johns Creek, Georgia, (City) owns and operates all that tract and parcel of land described on **Exhibit “A”**, which is attached hereto and incorporated herein by reference, as a public park and recreation facility known as Newtown Park (hereinafter the “Park”); and

WHEREAS, the Park presently serves athletic, and certain other recreational and community activities, and has facilities designated as a dog park in an area further described in **Exhibit “B”** attached hereto and incorporated herein by reference (hereinafter “Dog Park”); and

WHEREAS, Purina will award a makeover of the Newtown Park property, specifically the designated Dog Park area, in the style and format of a Beneful WagWorld Dream Dog Park, as determined by Purina in its sole discretion; and

WHEREAS, the City, through its Recreation and Parks Department, agrees to provide access to Purina and license to renovate said Dog Park in accordance with specifications presented by Purina and approved by the City, and subject to the terms contained herein; and

WHEREAS, the City is interested in and concerned with providing and making available a fully-functioning dog park to serve the citizens of the City and the community as a whole.

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

1.0 STATEMENT OF WORK

- 1.1 **Renovation of Dog Park.** Purina agrees to renovate a portion of Newtown Park, designated as the Dog Park, and located at 3150 Old Alabama Road, Johns Creek, Ga 30022. The Parties agree that the renovations will be managed by a licensed contractor that will be chosen by Purina in its sole discretion. The Parties agree

that said contractor is in no way associated with the City and is neither an employee nor contractor of the City but a contractor of Purina and any actions and responsibilities of the Purina-chosen contractor are to be deemed the actions and responsibilities of Purina. The City agrees that Purina's contractor will manage the renovations, including, but not limited to, managing budget, hiring labor in accordance with all applicable laws and standards, designing construction, project administration, purchasing materials, renting equipment, acquiring appropriate permitting from the City and other appropriate issuing agencies, and all other elements relating to the renovation of the Dog Park. The Parties agree that all plans and designs for the renovation must first be approved by City Staff in accordance with the City's policies and ordinances and all must conform to same; said approval by the City shall be timely and not unreasonably withheld.

Purina hereby designates its contractor, Jason Cameron, as the City's primary contact for matters related to the Dog Park renovation. It being understood and agreed, however, that this designation shall in no way limit the ability of Purina to substitute its contractor or the primary contact, as Purina deems necessary or appropriate in its sole discretion. In the event of such a substitution, Purina shall promptly notify City.

- 1.2 **Responsibility for Dog Park.** Following the conclusion of the renovations, unveiling and acceptance of the Dog Park by the City, which acceptance shall be timely and not unreasonably withheld, the City shall assume full responsibility for the ongoing upkeep and maintenance of the Dog Park and, upon full acceptance by the City, Purina shall have no more responsibility over or liability related to same, except as specifically provided in Section 11.0. Following acceptance, and in perpetuity, the City shall have all rights, responsibilities and liabilities related to the Dog Park, including any future renovations and remodeling as necessary by the sole discretion and determination of the City. After acceptance of the Dog Park, Purina shall have no further rights, responsibilities or liabilities related to same, except as specifically provided in Section 11.0.
- 1.3 **Acceptance of In-kind Donation.** Subject to the terms, provisions and requirements of this Agreement, including the completed renovation of the Dog Park pursuant to the plans and designs approved by the City, by execution of this Agreement, the City hereby accepts the Purina dog park makeover (valued at up to \$500,000), which shall be awarded as an in-kind donation to the City's Dog Park. The City understands and agrees that the donation is solely for the purpose of the renovation and construction of the Dog Park and may not be used for any other purpose, including, but not limited to, purchase of land for a new dog park or to add land to the Dog Park. The City understands further that should the renovation and construction project cost less than \$500,000, the remaining

balance will not be awarded to the City or the Dog Park either as an in-kind or cash donation.

- 1.4 **No Estate in Land, Leasehold, Easement or Usufruct Created.** Both parties acknowledge and agree that no estate in land, leasehold, usufruct, easement or other real property interest affecting title to land is created by this Agreement; rather, this Agreement only authorizes certain permissive uses of the Newtown Dog Park property by Purina.

2.0 INSPECTIONS

The City reserves the right to conduct, and Purina shall be subject to, regular inspections of the Newtown Dog Park renovations by City officials, contractors or agents in order to make sure that said renovations are in compliance with all applicable federal, state, and local laws as well as this Agreement.

3.0 TERM OF AGREEMENT

Unless terminated by mutual agreement, or in accordance with other terms and provisions contained herein, the term of the Contract shall be from the date of execution of this Agreement and until completion of renovations and acceptance by the City of same, estimated to be no later than May 31, 2011, unless otherwise delayed, but, in any extent, no later than December 31, 2011.

4.0 TERMINATION OF AGREEMENT AND REMOVAL OF PERSONAL PROPERTY

- 4.1 **Termination.** In addition to Section 3.0, this Agreement may be terminated as follows:

- 4.1.1 **Termination of Agreement for Cause.** If, through any cause, Purina shall fail to fulfill in a timely and proper manner any obligations under this Agreement, or in the event that any of the provisions or stipulations of this Agreement are violated by Purina, the City shall thereupon have the right to suspend or terminate this Agreement by giving written notice to Purina of its intent to terminate or suspend the Agreement, specifying the reasons for such intention to terminate or suspend the Agreement. Unless within thirty (30) days after serving of such notice (by hand delivery or posting in the U. S. Mail) upon Purina such violation or delay has ceased or been cured, or arrangements for correction satisfactory to the City have been made, the Agreement shall, upon expiration of said thirty (30) days, be suspended or terminated without further notice.

If, through any cause, the City shall fail to fulfill in a timely and proper manner any obligations under this Agreement, or in the event that any of the provisions or

stipulations of this Agreement are violated by the City, Purina shall thereupon have the right to suspend or terminate this Agreement by giving written notice to the City of its intent to terminate or suspend the Agreement, specifying the reasons for such intention to terminate or suspend the Agreement. Unless within thirty (30) days after serving of such notice (by hand delivery or posting in the U.S. Mail) upon the City such violation or delay has ceased or been cured, or arrangements for correction satisfactory to Purina have been made, the Agreement shall, upon expiration of said thirty (30) days, be suspended or terminated without further notice.

- 4.1.2** Within thirty (30) days of the effective termination or expiration of this Agreement, Purina shall remove its personal property from the Park and leave the grounds of the Park in a mutually-agreed upon condition.

5.0 COMPLIANCE AND INSURANCE

- 5.1** Compliance with laws. Purina shall, throughout the term of this Agreement, at its sole expense, properly comply with all laws and regulations of the federal, state, and county governments made necessary by Purina's activity in renovating the Dog Park.

- 5.2** Insurance.

During the term of this Agreement, Purina shall be self-insured and/or maintain comprehensive general liability insurance in an amount not less than \$3,000,000.00 and comprehensive automobile liability insurance in an amount not less than \$1,000,000.00 through an endorsed policy naming the City of Johns Creek, its councilmembers, officers, agents and employees as an additional insured, and upon request, shall furnish to City a copy of said liability insurance certificate. Purina and its contractors shall comply with the requirements of all City policies of public liability, fire, and other types of insurance at any time in force with respect to the Park, on the condition that said policy requirements are provided to Purina prior to its executing this Agreement.

6.0 RECORDS

Purina shall maintain accounts and records, including personal property and financial records, for all matters pertaining to this Agreement, dated from execution of this Agreement forward. Said records shall be made available for audit purposes to the City or its representative(s), and for any Open Records Act requests and shall be retained for at least three (3) years after expiration of this Agreement unless permission to destroy them is granted by the City. Unless otherwise properly exempted, all such records are subject to the Georgia Open Records Act.

7.0 REPRESENTATIONS AND WARRANTIES

7.1 Purina hereby represents, warrants, and agrees as follows:

No Authority Needed. No approval, authorization, clearance, declaration, or order of or to any other person or entity is required in order to permit Purina to perform its obligations under this Agreement.

7.2 The City hereby represents, warrants, and agrees as follows:

No Authority Needed. No approval, authorization, clearance, declaration, or order of or to any other person or entity is required in order to permit the City to perform its obligations under this Agreement.

8.0 COPYRIGHT AND PUBLICITY

No report, map, or other document which contains or uses any materials or documents produced, in whole or in part, by the City shall be the subject of an application for copyright by or on behalf of Purina without the prior written consent of the City. In exchange for work performed pursuant to this Agreement, regarding any favorable publicity given to the operation of the Newtown Dog Park, the City shall identify Purina's Beneful Brand prominently as the sponsoring entity.

The City hereby grants Purina, its agencies and contractors, their respective employees and invited media and guests access to the Dog Park for an unveiling celebration of the above-described renovation, which is expected to take place in the Spring of 2011. As the renovation donor and sponsor of said unveiling event, Purina's Beneful Brand, with the approval of the City, which approval shall be timely and not unreasonably denied, shall determine the nature and extent of the related celebration, which may include, without limitation, on-site signage as well as a tented and/or draped area with staging.

It is understood and agreed that as between the parties, Purina shall own the full right, title and interest in and to any materials created, photographs taken and video recorded at Purina's direction in connection with the Dog Park renovation and the subsequent unveiling celebration. Moreover, Purina shall have the right to display, copy and otherwise use said materials, photographs and video (in whole or in part, throughout the world) for any purpose including, but not limited to, placement on Purina and third party websites, advertising, and news and press releases, subject to reasonable approval of the City, which approval shall be timely and not unreasonably denied. The City shall have a limited right to use said materials for purposes of publicity for the City and for other purposes as the City deems necessary, subject to Purina's prior written approval, which approval shall be timely and not unreasonably denied. To confirm Purina's ownership, the City agrees to execute all documents reasonably deemed by Purina to be

necessary to vest in Purina full right, title, and interest in any such materials, photographs and video.

9.0 ASSIGNMENT OF AGREEMENT

Neither party shall make any purported assignment of this Agreement or any part thereof without the prior written consent of the other party.

10.0 EQUAL OPPORTUNITY AND NONDISCRIMINATION

Each party to this Agreement shall comply with all requirements imposed by or pursuant to Title VI and Title VII of the Civil Rights Act as Amended, Age Discrimination In Employment Act; Rehabilitation Act of 1973, as Amended, section 504; Equal Pay Act; The American with Disabilities Act of 1990, as Amended; Fair Housing Act, as Amended; and any other applicable Acts which prohibit discrimination on the ground of race, color, religion, sex, age, national origin, handicap, disability, or familial status. No person in the United States shall be unlawfully excluded from participation in, be denied the benefit of, or be subjected to discrimination under this Agreement.

11.0 INDEMNIFICATION AND HOLD HARMLESS

Purina hereby warrants, represents, covenants and agrees to indemnify, save and hold harmless the City, its councilmembers, officials, officers, agents and employees from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) ("Claims") suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, to the extent such Claims directly arise from the negligent actions or willful omissions of Purina, its agents, employees, officers, directors and subcontractors in the performance of this Agreement, except for those Claims arising from the sole negligence or wrongful act of the City.

The City hereby warrants, represents, covenants and agrees to indemnify, save and hold harmless Purina, its parent company, subsidiaries, affiliates, and their respective officers, directors, agents and employees, to the extent allowed by law, from any and all claims, losses, liabilities, damages, deficiencies or costs (including without limitation, reasonable attorney's fees and legal expenses) ("Claims") suffered or incurred by, or asserted against, such parties, whether arising in tort, contract, strict liability or otherwise, and including without limitation, personal injury, wrongful death or property damage, to the extent such Claims arise from the negligent actions or willful omissions of the City, its agents, employees, officers, directors and subcontractors in the performance of this Agreement, except for those Claims arising from the sole negligence or wrongful act of Purina.

The language of this indemnification clause shall survive the termination of this Agreement. Nothing stated herein shall be deemed to waive any defense of the City, including sovereign immunity to any such Claim.

Notwithstanding the foregoing, it is understood and agreed that Purina's responsibility relative to the Dog Park and any of its members and/or users is limited to the in-kind donation of the Dog Park renovation and the specific obligations set forth in Section 1 of this Agreement. Subsequent to full acceptance of the Dog Park by the City, the City shall be solely responsible and liable for any loss, damage, claim, liability, costs (including reasonable attorneys fees and expenses), injury or action arising out of the use or non-use of the Dog Park including, without limitation, personal injury, wrongful death and property damage.

12.0 VARIATIONS OR MODIFICATIONS TO AGREEMENT

This Agreement constitutes the entire arrangement between the City and Purina, and there are no further written or oral agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the City and Purina's duly authorized representatives.

13.0 NOTICES

Unless otherwise provided herein, all notices which are required to be given hereunder shall be in writing and delivered by either (a) United States registered or certified mail, or (b) an overnight commercial package courier/delivery service with a follow-up letter sent by United States mail; and such notices shall be sent postage prepaid, addressed to the parties hereto at their respective addresses set forth below. If any such notices are refused, or if the party to whom any such notice is sent has relocated without leaving a forwarding address, then the notice shall be deemed received on the date the notice-receipt is returned stating that the same was refused or is undeliverable at such address.

If to Purina

Nestlé Purina PetCare Company

Attention: Ken Wilhelm

Checkerboard Square – 13T

St. Louis, Missouri 63164

If to the City:

City of Johns Creek

Attn: City Manager

12000 Findley Road
Suite 400
Johns Creek, GA 30097

14.0 GOVERNING LAW

This Agreement shall be governed in all respects, as to validity, construction, and capacity performance or otherwise, by the laws of the State of Georgia.

15.0 ANTI-KICKBACK CLAUSE

Purina hereby promises to comply with all applicable anti-kickback laws.

16.0 DRUG-FREE WORKPLACE

Purina hereby agrees that:

- (1) a drug-free workplace will be provided for Purina's employees and contractors during the performance of this Agreement; and
- (2) each contractor hired by Purina shall be required to ensure that the contractor's employees are provided a drug-free workplace; and
- (3) Purina will not engage in any unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

17.0 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Purina agrees to comply with all applicable requirements of the Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, specifically with regard to employees, if any, hired by Purina to provide the physical performance of services in connection with the Dog Park renovation and as further set forth in the certification attached as Exhibit "C".

18.0 REPRESENTATIONS AND WARRANTIES

Purina hereby warrants and represents and agrees with the City as follows:

- 18.1 No Authority Needed. No approval, authorization, clearance, declaration, or order of or to any other person or entity is required in order to permit Purina to perform its obligations under this Agreement.
- 18.2 No Conflict. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will cause, or give any person ground to cause, the maturity, acceleration, or increase of any liability or obligation of Purina and will not conflict with, violate, or constitute default under any contract, agreement, duty, obligation, or instrument to which Purina is a party or to which Purina is bound.

The City hereby warrants and represents and agrees with Purina as follows:

- 18.3 No Authority Needed. No approval, authorization, clearance, declaration, or order of or to any other person or entity is required in order to permit the City to fulfill its obligations under this Agreement.
- 18.4 No Conflict. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will cause, or give any person ground to cause, the maturity, acceleration, or increase of any liability or obligation of the City and will not conflict with, violate, or constitute default under any contract, agreement, duty, obligation, or instrument to which the City is a party or to which the City is bound.

19.0 BUSINESS RELATION

The parties agree that Purina is neither a partner, agent, employee, or principal of the City, nor is Purina a joint venturer with the City. The business relationship of the parties is one of donor (Purina, in-kind donation) and donee (City).

20.0 HEADINGS

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

21.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

22.0 GENDER AND NUMBER

This Agreement shall be construed by the actual gender and/or number of the person, persons, entity, and/or entities referenced herein, regardless of the gender and/or number used in

such reference.

23.0 SEVERABILITY

If any provision of this Agreement is held to be unenforceable, this Agreement will be considered divisible and inoperative as to such provision to the extent that such provision is unenforceable, with this Agreement to remain in full force and effect in all other respects. If any provision of this Agreement, although unenforceable as written, may be made enforceable by limitation thereof, then such provision will be enforceable to the maximum extent permitted by applicable law.

24.0 SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties, and covenants contained herein shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the City.

25.0 EXPENSES

Except as expressly provided herein, all of the expenses of Purina in connection with the preparation, execution and consummation of this Agreement, and with the transactions contemplated herein, shall be paid by Purina; and all of the City's expenses in such connection shall be paid by the City.

26.0 COOPERATION

Each party hereby agrees to cooperate with the other party hereto in every reasonable manner and to the fullest extent reasonably requested by the other, as appropriate, to enable the purposes of this Agreement.

27.0 PRESUMPTIONS AND INTERPRETATION

The parties further agree that should any provision of this Agreement require interpretation or construction, the court, administrative body or other entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that all parties and/or their respective attorneys and agents have fully participated in preparation of all provisions of this Agreement. The parties further agree that all matters pertaining to the validity, construction, interpretation, or effect of this Agreement shall be governed by the laws of the State of Georgia. Further, in the event of any conflict between any term or provision provided for in this Agreement and any term or provision provided within any of the Exhibits attached and incorporated hereto, the term or provision provided in this Agreement shall supersede and control unless otherwise expressly provided.

28.0 VENUE; JURISDICTION

Any legal actions instituted by a party hereto shall be brought in the state court(s) located in Fulton County, Georgia, and the parties consent to the venue therein and the jurisdiction of those courts over the parties and the subject matter, and waive any defenses with respect to venue and jurisdiction.

29.0 NO WAIVER

Except as otherwise expressly provided herein, no failure or delay by any party hereto in exercising any right, power, remedy or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, remedy, power, or privilege.

30.0 MODIFICATIONS TO AGREEMENT; MERGER

This Agreement constitutes the entire arrangement between the City and Purina, superseding all prior agreements or understandings relating to any of the subject matters hereof, and there are no further written or oral agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the City and Purina's duly authorized representatives.

WITNESS WHEREOF, the parties hereunto have set their hands and seals.

Nestlé Purina PetCare Company

By: _____
Name: _____
Title: _____

Sworn to and subscribed before me
this ____ day of _____,
2010.

Notary Public

CITY OF JOHNS CREEK, GEORGIA

Michael Bodker, Mayor

Attest:

Approved as to Form:

Joan C. Jones, City Clerk

William F. Riley, Jr., City Attorney

EXHIBIT A
(Legal Description of Newtown Park)

DRAFT

EXHIBIT B

(Description of location of Newtown Dog Park)

DRAFT

EXHIBIT C

CERTIFICATION

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a duly authorized representative of Nestle Purina PetCare Company, Checkerboard Square, St. Louis, Missouri 63164 (hereafter "Purina").

Purina hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, specifically with regard to employees, if any, hired by Purina to provide the physical performance of services in connection with the Dog Park renovation and as further set forth below.

Purina agrees to verify the work eligibility of all of newly hired employees, if any, specifically hired by Purina to provide the physical performance of services in connection with the Dog Park renovation, through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Purina understands that the contractor and subcontractor requirements of the Act apply to the Agreement for, or in connection with, the physical performance of services within the State of Georgia.

Purina has:

____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Purina further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any contractor employed by Purina to provide services connected with the Agreement, as required pursuant to O.C.G.A. 13-10-91.

Purina agrees to obtain from any contractor that is employed by Purina to provide services connected with the Agreement, the contractor's indication of the employee number category applicable to the contractor.

Purina agrees to secure from any contractor engaged to perform services under this Agreement an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Purina agrees to maintain all records of the contractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

NESTLE PURINA PETCARE COMPANY:

Date: _____

Signature: _____

Title: _____



**Affidavit Verifying Lawful Presence
Within the United States**

I, (print name) _____, swear or affirm under penalty of perjury that (*check one*):

- ☐ I am a United States citizen or legal permanent resident 18 years of age or older;
or
- ☐ I am a qualified alien or nonimmigrant under the Federal Immigration and Nationality Act 18 years of age or older lawfully present in the United States.

Alien Registration Number: _____

I am applying for the public benefit of contracting with the City of Johns Creek, Georgia to provide products or services.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that knowingly and willfully making a false, fictitious, or fraudulent statement of representation in this affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Print Name of Applicant

Position Title (if applicable)

Signature of Applicant

Date

Subscribed and sworn to before me on

this the _____ day of _____, 20_____.

(Clerk/Notary Public)

My commission expires: _____

DRAFT

**AN ORDINANCE TO AMEND ARTICLE IV OF CHAPTER 22 OF THE CITY CODE
BY CREATING ADDITIONAL LICENSING REQUIREMENTS FOR SECONDHAND
DEALERSHIPS WITHIN THE CITY**

WHEREAS, the City Council is charged with the responsibility to preserve the health, safety and welfare of the citizens of the City; and

WHEREAS, the City is authorized to regulate the activities of pawnshops and secondhand dealers within the geographic boundaries of the City pursuant to its Charter and State law; and

WHEREAS, the City Council desires to include additional regulations for secondhand dealerships by creating a required licensing scheme in order to make sure such businesses are operating within the boundaries of the law and to assist the Police Department in locating stolen property which may have been inadvertently acquired by secondhand dealers; and

WHEREAS, a duly advertised public hearing has been held in accordance with state law on _____ to allow the public to speak in regards to this proposed ordinance.

THEREFORE, the Mayor and City Council of the City of Johns Creek hereby ordain as follows:

Section 1. Chapter 22 (Licenses, Permits and Miscellaneous Regulations), Article IV (Pawnshops, Pawnbrokers and Secondhand Dealers) of the Code of the City of Johns Creek, Georgia is hereby amended to read as follows:

ADDITIONS – UNDERLINED
DELETIONS – ~~STRIKETHROUGHS~~

ARTICLE IV. PAWNSHOPS, PAWNBROKERS AND SECONDHAND DEALERS

Sec. 22-86. Applicability of Article provisions.

Every person, whether a licensed junk dealer or pawnbroker, or any other secondhand dealer, who, exclusively or as incidental to or in connection with other businesses, purchases, sells or acquires in trade used or secondhand jewelry, flat silver, gold and silver objects of every kind and description, including watches and clocks, any of which is made in whole or in part of gold, silver, platinum or other precious metals; diamonds, emeralds, rubies, or other precious stones; pistols or guns; musical instruments, bicycles or accessories, and other items as defined in this Article, shall, for the purpose of this Article, be a secondhand dealer. Any person who shall purchase any article of the kinds herein described from any person other than a bona fide dealer in those articles shall, for the purpose of making the reports required herein, also be a secondhand dealer and subject to all the provisions of this Article relating to those records and reports.

Sec. 22-87. Penalty.

Any person violating any of the provisions of this Article shall be punished as provided in section 1-7.

Sec. 22-88. Definitions.

The following words, terms and phrases when used in this Article, shall have the meanings ascribed to them in this Section except where the context clearly indicates a different meaning:

Accepted identification means an official document, most commonly in the form of a plastic coated/sealed card, issued for purposes of identification or driver's license. These documents must be issued by one of the 50 states or a branch of the U.S. military, i.e. Army, Navy, Air Force, Marines, Coast Guard, or current State of Georgia and counties of Georgia probation and parole cards. The identification must at a minimum bear a true photograph of the person presenting it, date of birth, description of the person, and an address for the person.

Acquire means buying, exchanging, transferring, collecting, or otherwise receiving physical possession of regulated secondhand items from another person or entity not a secondhand dealer, for resale, exchange, or transfer by the purchaser.

Dealer in precious metals and gems means:

- (1) Any person engaged in the business of purchasing precious metals or gems or goods made from precious metals or gems from persons or sources other than manufacturers, manufacturers' representatives, or other dealers in precious metals or gems; or
- (2) A person engaged in any other business if, in conjunction with such business, precious metals or gems or goods made from precious metals or gems are purchased from persons or sources other than manufacturers, manufacturers' representatives, or other dealers in precious metals or gems where such purchase is for resale in its original form or as changed by remounting, melting, re-forming, remolding, or recasting or for resale as scrap or in bulk.

Deceptive business practice means:

- (1) Any use or possession of a false weight or measurement, or any other device for falsely determining or recording any quality or quantity in connection with any scale or service;
- (2) Any sale of, offer to sell or delivery of less than the represented quality or quantity;
- (3) Any attempts to take more than the represented quantity of any commodity, when as buyer or broker, he furnishes the weight or measure;
- (4) Any service which is of an unreasonably lesser quality than the service offered or represented;

(5) Any other practice designated as unlawful by O.C.G.A. section 10-1-300, et. seq.;

(6) Any other fraudulent business transaction which is made punishable by the laws of the State of Georgia.

Good moral character means a person who has not been convicted of any felony or any crime involving theft, fraud or a crime against property in the past ten (10) years.

Employee means any person who works for a secondhand dealer, whether on a part-time or full-time basis, regardless of whether remuneration is received or not, and regardless of whether such person is treated as a W-2 employee or a Form 1099 contractor.

Interest in a secondhand dealership means any full or part ownership is the person involved, or any member of his or her family, is the outright owner of the secondhand dealership; a co-owner of the secondhand dealership; a stockholder in any corporation organized for pecuniary gain which owns all or part of the secondhand dealership; a stockholder in any corporation organized for pecuniary gain which owns all or any part of the secondhand dealership.

Minor means any person who has not attained the age of 18 years.

Non-regulated secondhand items means real property, visual fine art other than jewelry, motor vehicles, motorized water craft, waste paper, tires, lumber or raw wood products, industrial machinery, an any fungible goods held for mass recycling.

Occupation tax certificate means permission to operate a business pursuant to Chapter 50, Article I of the Code of the City of Johns Creek, Georgia.

Permit means permission to be employed or work in a secondhand dealership or to be a secondhand dealer.

Person means an association, firm, partnership and body politic and corporate, or any combination thereof, as well as an individual.

Regulated secondhand items means used goods of any kind other than non-regulated secondhand items defined in this Section, and includes but is not limited to the following: hand tools, power tools, sporting equipment, electronic equipment, watches, jewelry, precious stones, precious metals, scrap gold, numismatic coins, musical instruments, electrical appliances, washers, dryers, clothing, music and video compact disks and similar media, furniture, refrigerators, books and magazines, furniture and home furnishings, home appliances, automobile parts, watercraft parts, firearms and other goods that have been previously sold or put into action or service and held for sale.

Secondhand dealer means any person whose business, in whole or in part, is dealing in purchasing, selling, or trading regulated secondhand items.

Seller means the person from whom a secondhand dealer or employee acquired secondhand items.

Sec. 22-89. Annual permit required; other violations

No person shall acquire or transfer any previously acquired regulated secondhand items as a secondhand dealer or become an employee of a secondhand dealer without a secondhand dealer permit. It shall be unlawful for any secondhand dealer or employee to:

- (1) Make any false statement in an application for a permit required by this Article; or
- (2) Make an false entry in any record book, ledger or form required by this Article.

Sec. 22-90. Exemptions

The following are exempt from the provisions of this Article:

- (1) Tax-exempt entities;
- (2) One-day auctions and permitted yard sales.

Sec. 22-91. Fixed physical location

No secondhand dealer or employee may operate except at a fixed permanent physical business location with an occupation tax certificate from the City; no dealer or employee may operate as a peddler or transient merchant. Permits acquired under this Article are valid only for the location stated on the permit and said permit is not transferable from one location to another.

Sec. 22-92. Secondhand dealer and employee permits

- (a) Qualifications. All secondhand dealers and employees, as defined herein, shall be not less than 18 years of age, and must be of good moral character as defined by this Article. Any person who has been convicted of any felony under the laws of this state or any other state of the United States shall not be eligible for a secondhand dealer or employee permit under this Article until ten (10) years after the completion by said person of his felony sentence.
- (b) Disclosure. Every secondhand dealer and employee must disclose any ownership or interest in any other secondhand dealership, whether it is located locally or out-of-state and must disclose the nature of such ownership or interest.
- (c) Approval of employment. Before any person may work on the premises of a secondhand dealership, he shall file an application with the City finance department setting out the information required in subsections (a) and (b) of this Section and submit an application fee as approved by Resolution of City Council. Each applicant must be fingerprinted by the Johns Creek Police Department. The City shall have 45 days to investigate the information submitted by the applicant. If the application information conforms to the requirement of this Article, the City shall approve the applicant for a permit authorizing the person to be employed at a secondhand dealership. Upon such approval, the applicant may begin working on the regulated premises. It shall be the duty of the secondhand dealer to assure compliance with the provisions of this Section. Every permit holder is required to notify the City of any change in information or circumstances which occurs after the original approval

was granted. If approval is denied, the applicant may, within fifteen (15) days of the denial, appeal in writing to the City Manager for reconsideration pursuant to the provisions of this Article.

- (d) Suspension, revocation of the occupation tax certificate or permit. Conviction of violating the provisions of this Article or any other ordinance of the City, rules or regulations of the City, or conviction of any felony or any crime involving theft, drugs, fraud or a crime against property shall subject the employee to suspension or revocation of the permit, and in the case of an owner or secondhand dealer, shall subject to party to suspension or revocation of any permit authorized under this Article and the occupation tax certificate for the secondhand dealership. Suspension and revocation procedures shall be in accordance with the rules and regulations established by this Article.
- (e) Independent contractors. For the purpose of this Article, independent contractors shall be considered as employees and shall be permitted as employees, regardless of the business relationship with the owner or occupation tax certificate holder of any secondhand dealership.

Sec. 22-93. Application for permit.

- (a) Any person, association, partnership, corporation, trust or joint venture desiring to obtain a permit to operate, engage in, conduct or carry on a secondhand dealership as required by this Article shall make application to the City through its designated representative.
- (b) Each application for a secondhand dealership or employee permit shall contain the following information:
- (1) The applicant's full true and legal name(s) and any other aliases or name changes used in the last five (5) years.
 - (2) The present address and telephone number of the applicant.
 - (3) Acceptable written proof that the individual applicant is at least 18 years of age.
 - (4) Business, occupation or employment history of the applicant for the five (5) years immediately preceding the date of the application.
 - (5) The secondhand dealership permit history of the applicant and whether, in previous operations in this or any other City, state or territory, the applicant has had such permit revoked or suspended. If such permit has been revoked or suspended, the applicant must state the reason, and the business activity or occupation subsequent to such action of suspension or revocation.
 - (6) If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown in its articles of incorporation or charter, together with place and date of incorporation, and the names and addresses of each of its current officers and directors. If the applicant is a partnership, the application shall set forth the name, residence address and dates of birth of the partners. If the applicant is a

limited partnership, it shall furnish a copy of its certificate filed with the Secretary of State. If one or more of the partners is a corporation, the provisions of this subsection pertaining to corporations shall apply. The applicant corporation(s) or partnership(s) shall designate one of its officers or general partners to act as its responsible managing officer. Such designated applicants shall complete and sign all application forms required of an individual owner under this Article, but only one application fee shall be charged. No secondhand dealership shall operate under any name other than the name of the applicant and the name of the business as specified on the permit.

- (7) If any applicant has been convicted of any crime involving moral character in the past ten (10) years, the applicant must provide a complete description of any such crime, including date of violation, date of conviction, jurisdiction and any disposition, including any fine or sentence imposed and whether the terms of the disposition have been fully completed.
- (8) If the applicant is doing business under a trade name, a copy of the trade name, properly recorded, must be provided. If the applicant is a corporation, a copy of authority to do business in Georgia, including articles of incorporation, trade name and the last annual report, if any, must be provided.
- (9) Address of secondhand dealership to be regulated.
- (10) Whether the premises are owned or rented.
- (11) Nature and character of the business to be conducted.
- (12) Each application for a secondhand dealership permit or employee permit shall be verified and acknowledged under oath to be true and correct by the applicant and all ownership if for a secondhand dealership permit.
- (13) Any ownership interest in any other secondhand dealership, whether it is located locally or out-of-state and the nature of such ownership interest.
- (14) Statement that there are no fees, taxes, fines, utilities or other charges due to the City from the applicant.
- (15) Any other information that may be required by the City, including any information required by State law, including, but not limited to, the source of financing for the business operation and proof of legal residence.
- (c) Proof of an existing and valid occupation tax certificate from the City for the location of the proposed secondhand dealership, if not applied for concurrently.
- (d) The City shall have 45 days to investigate the application and background of the applicant.
- (e) Upon completion of the review of the application by the City, the permit shall be granted by the City Manager or designee if the application conforms to all the requirements of this

Article. If the application does not conform to all the requirements of this Article, the City Manager or designee shall deny said application by sending a written denial to the applicant(s) by certified mail, return receipt requested, stating the reasons for same and informing the applicant(s) of their right to appeal said denial within thirty (30) days of the denial letter pursuant to the terms of this Article.

Sec. 22-94. Reasons for denial, suspension or revocation of the permit.

The City Manager or designee may reject an application for a permit, or suspend or revoke a permit for the following reasons:

- (1) The required fees or taxes have not been paid.
- (2) The secondhand dealership is, or will be, located within 2,500 feet, front door to front door, by the shortest walking route, of another secondhand dealership.
- (3) Application does not conform to all the provisions required by the Article.
- (4) The owner/employee has failed to fully cooperate with the investigation required by this Article.
- (5) Any owner/employee has had any license or occupation tax certificate issued under the Police Powers of any County or other governmental subdivision involuntarily suspended or revoked within the last ten (10) years for any reason whatsoever.
- (6) The owner/employee, as a previous holder of a license or occupation tax certificate to operate a secondhand dealership has violated any law, regulation or ordinance relating to the business within a ten (10) year period immediately preceding the date of the application.
- (7) Any owner/employee has been convicted or pled guilty in a court of competent jurisdiction within the last ten (10) years of an offense involving any felony or any crime of theft, fraud or against property. A pleading of nolo contendere shall be considered as a conviction for the purposes of this provision.
- (8) Any owner/employee has engaged in any deceptive business practice.
- (9) Any owner/employee is less than 18 years of age.
- (10) Any owner/employee has failed to obtain any paper or document necessary in pursuance of this business or this application as may be required by any officer, agency or department of the City, County, State or United States under authority of any law, ordinance or resolution of the City, State or United States or has failed to be properly eligible for legal residence in this State or the United States.
- (11) Any owner/employee has made any false statements in the application.

Sec. 22-95. Renewal of permits.

Permits for secondhand dealers and employees may be renewed on a calendar year basis provided that the applicants continue to meet the requirements set out in this Article. Each secondhand dealer must file a verified annual report showing the person's gross receipts from the business and the amounts paid to the employees for the preceding calendar year and such shall be submitted with the renewal applications. Renewal applications shall be submitted by January 1 of the year for which such permit is requested along with a fee to be set by Resolution of the City Council.

Sec. 22-96. Permit nontransferable.

No secondhand dealer permit or employee permit may be sold, transferred or assigned to any other person or persons. Any such sale, transfer or assignment, or attempted sale, transfer or assignment, shall be deemed to constitute a voluntary surrender of such permit and such permit shall thereafter be null and void; provided and excepting, however, that if the permit holder is a partnership and one or more of the partners should die, one or more of the surviving partners may acquire, by purchase or otherwise, the interest of the deceased partner or partners without affecting a surrender or termination of such permit, and in such case, the permit upon notification to the City shall be placed in the name of the surviving partner(s).

Sec. 22-~~88~~97. Recordkeeping.

- (a) *Contents of record book.* All secondhand dealers shall keep a book wherein shall be entered an accurate description of all property of the kinds specified in section 22-86 which they acquire by purchase, pledge, pawn, exchange or trade, including, to the extent possible, the manufacturer, model, serial number, style, material, kind, color, design, number of stones if jewelry, and all other identifying names, marks and numbers, and the name, address, estimated age, weight and height and date of birth of the person from whom purchased or acquired and the date and hour of the purchase. These entries shall be made as soon as possible after the transaction is had, in no case more than one hour thereafter.
- (b) The secondhand dealer shall require all persons selling secondhand items to him to show proper identification prior to conducting a secondhand dealership transaction. Proper identification is defined as a government-issued photo identification card such as a driver's license, military identification card, state identification card, or passport. The secondhand dealer shall make a digital photograph of the identification and maintain in the same manner as other digital photographs required under this section.
- (c) A digital photograph shall be made by the dealer or employee at the time of acquisition of any regulated secondhand item of the item's serial number, which number shall be clearly visible and readable in the photograph if imprinted on the item. If the item was never imprinted with any type of serial number, then the photograph shall show the entire item. All such digital photographs shall be submitted to the automated reporting system as indicated below. Further, a digital photograph of the seller's face, similar to those on accepted identification, shall be made at the time of each and every acquisition and submitted to the automated reporting system. The photograph shall clearly show a frontal view of the seller's face along with the secondhand dealer's ticket transaction number. Digital images shall be labeled and stored in such a manner that they are safe from

corruption, readily identifiable, and readily available for review.

- (d) The secondhand dealer shall obtain from each seller the fingerprint of the right hand index finger, unless such finger is missing, in which the event the print of the next finger in existence on the right hand shall be obtained with a notation as to the exact finger printed. The electronic digital fingerprint scanner will be the primary method of entry required. The fingerprint shall be imprinted onto the transaction form in the designated area along with the signature of the seller. The fingerprint must be clear and legible. In the event that more than one transaction form is required, a fingerprint and signature shall be obtained for each form. Fingerprints and the information required herein shall be obtained upon each occasion of acquisition.
- (~~b~~e) *Inspection.* The secondhand dealer shall store the above records, digital images, and fingerprints for a period of four (4) years. This record shall at all times be subject to and make them available for inspection and examination by the police department upon request.
- (f) Every secondhand dealership shall enter each transaction as it occurs into the electronic automated reporting system via the internet to the administrator of the electronic automated reporting system, who will, in turn, electronically transmit all transactions to the City Police Department.

Sec. 22-~~89~~98. Entries to be numbered serially; property to be tagged.

Every entry required to be made in the secondhand dealer's book required by section 22-~~88~~97 shall be numbered serially, and the property described in the entry shall have attached to it a tag bearing the same serial number until the property is disposed of by sale, trade or other lawful means. This paragraph does not apply to the purchase of property from licensed wholesale distributor businesses for the purpose of retail sales; however, the secondhand dealer shall be required to maintain all purchasing records for property exempted from this paragraph.

Sec. 22-~~90~~99. Acquiring articles with serial number mutilated or altered.

It shall be unlawful for any secondhand dealer to purchase or acquire in trade any watch, clock, pistol, gun, automobile tire or battery or any other article commonly branded with a serial number upon which the number has been mutilated or altered.

Sec. 22-~~91~~100. Daily reports to police; form and contents.

Every secondhand dealer identified in section 22-86 shall make a daily report in writingsuch form as may be prescribed by ~~to~~ the chief of police, ~~in such form as may be prescribed by him~~, of all property purchased or acquired by the dealer during the 24 hours ending at 12:00 midnight on the date of the report. The reports shall be made as follows:

- (1) Daily reports shall list all secondhand items acquired, the transaction number for each transaction, and a description of the secondhand items including, to the extent possible, the manufacturer, model, serial number, style, material, kind, color, design, number of stones if jewelry, and any other identifying names, marks and numbers. The daily report shall also list the name, address, race, sex, height, weight, driver's license number, date of birth, and social security number of the seller of the items, along with the date and time of the transaction. Unless otherwise stated, an

electronic automated reporting system shall be utilized to transmit said reports. The secondhand dealer shall be required to register with the designated system within one week of receipt of a permit under this Article.

(2) In the event that the electronic automated reporting system becomes temporarily or permanently disabled, secondhand dealerships and secondhand dealers will be notified as soon as possible. Secondhand dealerships that incur electronic system failures or other events that would cause partial or complete loss of electronic reporting should notify the Police Department forthwith with the reason for the failure. In this event, the secondhand dealers will be required to make records of transactions on paper forms. A digital camera will be used to collect the required pictures and transferred to a CD for submittal. The paper forms must include information as enumerated in this Article. Secondhand dealers shall maintain a minimum three-day supply of these paper forms. On a daily basis, all transactions not reported in electronic automated reporting system, will be delivered to the Police Department by the secondhand dealership within two hours of the end of the business day for every day until the event has been corrected.

(3) The Chief of Police or his designee shall designate the required automated reporting system and required equipment needed, and any fee for use of same shall be collected by the Chief of Police or the third party administrator of the automated reporting system.

Sec. 22-~~92~~101. Examination and inspection of articles by police; segregation of suspicious articles.

All property purchased or acquired by a secondhand dealer shall at all times be subject to examination and inspection by the police department. If, upon the inspection, a police officer shall have reasonable cause to believe that any of the property is stolen, he shall segregate it. It shall thereafter be unlawful for the person in possession of the property to dispose of it, or in any manner mutilate, melt or disfigure it, until 15 days have elapsed from the date of the inspection.

Sec. 22-~~93~~102. Property to be held after acquisition.

All property purchased or acquired by a secondhand dealer shall be held for not less than 15 days, or longer if directed by the Police Department, before disposing of same by sale, transfer, shipment or otherwise. All property and/or titles must be kept on the premises. These secondhand items will be maintained in an area not accessed by customers.

Sec. 22-~~94~~103. Dealing with minors.

It shall be unlawful for any secondhand dealer to buy or receive any property of the kinds described in section 22-86 from any person under the age of 18 years, provided that any secondhand dealer ~~taking from the seller a statement in writing that the seller is of age~~ will not be held subject to the provisions of this section; ~~if the appearance of the seller is such as to make it uncertain that he is the person produces a valid identification, as defined in this Article, showing he/she is at least~~ not 18 years of age.

Sec. 22-104. Restrictions regarding sale or pledge of building glass or plumbing material.

- (a) Generally. It is unlawful for secondhand dealers to acquire secondhand items taken from buildings, such as mantel mirrors, art glass and the like, or copper wire, copper linings of bathtubs, lead pipes or any kind of plumbing materials sold as junk, where same is offered for sale by other than persons of good moral character.
- (b) Duties of Secondhand Dealer. It is unlawful for secondhand dealers or employees thereof to acquire any secondhand items where their appearance indicates they have been tampered with, or there is an effort to conceal identity, or same are mutilated, or otherwise show an effort to destroy evidence of the former location of the items.
- (c) Inspection. While the items are being kept for fifteen (15) days before being disposed of, they shall be so arranged that they can be inspected by members of the police department on demand and the items shall be annotated in records readily available for inspection by the police department.

Sec. 22-105. Suspensions, revocations and appeals of permit denials.

- (a) The City Manager may suspend or revoke a secondhand dealer or employee permit pursuant to the reasons stated in this Article. If the City Manager or designee intends to suspend or revoke said permit(s), the City Manager or designee shall send a written notice of suspension or revocation, by certified mail, return receipt requested, to the permit holder at the address for the secondhand dealership stated on the permit and, if an employee permit, to the address stated on the employee's application. The written notification shall inform the permit holder of the reason for the suspension or revocation and shall inform the permit holder of his/her right to appeal said determination to the City Council or designated hearing officer within thirty (30) days of the suspension or revocation letter, pursuant to the procedures stated herein.
- (b) If the applicant chooses to appeal a denial of a permit by the City Manager, or suspension or revocation of a permit by the City Manager, pursuant to this Article, the applicant/permittee shall do so in writing to the City Manager within the thirty-day period following the denial, suspension or revocation letter. Upon receipt of the request to appeal, the City shall schedule a hearing in front of the City Council or designated hearing officer within sixty (60) days of the receipt of the appeal request. The City shall inform applicant/permittee of said hearing no less than fourteen (14) days prior to the hearing, in writing, of the location and time of the hearing.
- (c) The hearing shall be conducted in accordance with the Administrative Hearing Procedures as established by Resolution of City Council. The City Council or designated hearing officer shall render a decision to affirm or reverse the City Manager's decision to deny, suspend or revoke the permit in writing within five (5) business days from the date of the hearing, by certified mail, return receipt requested, to the applicant/permittee. The decision of the City Council or designated hearing officer shall be final.
- (d) The applicant/permittee may appeal an adverse decision of the City Council or Hearing Officer by filing a Petition for Writ of Certiorari with the County Superior Court in accordance with state law within thirty (30) days of the Council or Hearing Officer's decision.

Section 2. All applicants already engaging in the business of operating a secondhand

**STATE OF GEORGIA
COUNTY OF FULTON**

ORDINANCE 2011-XX-XX

dealership in the City prior to the effective date of this Ordinance shall file an application in accordance with the terms of this Ordinance within sixty (60) days of the effective date of the Ordinance, which shall be renewed each year the business is in operation in accordance with this Ordinance, and shall have a valid permit for all parties required to have same by this Ordinance within 105 days of the effective date of this Ordinance, unless a denial of same has been appealed in accordance with this Ordinance.

Section 3. The City Council hereby reaffirms and re-adopts the remaining Articles of Chapter 22 of the Code of the City of Johns Creek, Georgia as attached hereto and as they currently exist, being Article II: Escort Services, Article III: Massage Establishments and Spas, Article V: Door-to-Door Salesmen, Article VI: Solicitation on Roadways, Article VII: Taxicabs, and Article VIII: Sexually Oriented Businesses.

Section 4. This Ordinance shall be effective immediately upon its adoption by the City Council and its provisions appropriately incorporated into the Code of the City of Johns Creek, Georgia. This Ordinance repeals any and all conflicting ordinances and amendments.

SO ORDAINED AND EFFECTIVE, this ____ day of _____, 2011.

Approved:

Michael Bodker, Mayor

Attest:

Approved as to Form:

Joan Jones, City Clerk

William F. Riley, City Attorney

(Seal)

ASSIGNMENT, DELEGATION AND RELEASE AGREEMENT

THIS ASSIGNMENT, DELEGATION AND RELEASE AGREEMENT ("Assignment Agreement") is made by and among

CH2M HILL, INC., hereinafter referred to as "CH2M"

AND

SUNGARD PUBLIC SECTOR INC., hereinafter referred to as "SUNGARD"

AND

CITY OF JOHNS CREEK, GEORGIA, hereinafter referred to as "CITY"

WITNESSETH

WHEREAS, on December 14, 2006, CH2M entered into an Application Service Provider Agreement (hereinafter referred to as the "SUNGARD Agreement," a copy of which, together with all Schedule A-Order forms referenced below, is attached hereto and incorporated herein as Exhibit "A") in order to receive certain access to SUNGARD's application software applications (hereinafter referred to as the "Access Service"); and

WHEREAS, on July 3, 2007, CH2M entered into a Schedule A-Order Form supplement to the SUNGARD Agreement in order to receive additional Access Services; and

WHEREAS, on August 14, 2007, CH2M entered into a Schedule A-Order Form supplement to the SUNGARD Agreement in order to receive additional Access Services; and

WHEREAS, on December 29, 2009, CH2M entered into a Schedule A-Order Form supplement to the SUNGARD Agreement in order to receive additional Access Services; and

WHEREAS, on July 30, 2010, CH2M entered into a Schedule A-Order Form supplement to the SUNGARD Agreement in order to receive additional Access Services; and

WHEREAS, the parties desire to enter into this Assignment Agreement in order to formalize the assignment to CITY of CH2M's rights, obligations and responsibilities under the SUNGARD Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CH2M, SUNGARD and CITY agree as follows:

ARTICLE 1

RATIFICATION; CONFLICTS

- 1.1 RATIFICATION. Except as amended and modified by this Assignment Agreement, all of the terms, covenants, conditions, and agreements of the SUNGARD Agreement are hereby ratified and shall remain in full force and effect.
- 1.2 CONFLICTS. In the event of any conflict between the provisions of the SUNGARD Agreement and the provisions of this Assignment Agreement, the provisions of this Assignment Agreement shall control.

ARTICLE 2

EFFECTIVENESS

The Effective Date of this Assignment Agreement shall be _____, 2011. The assignment is expressly subject to and contingent upon the approval and execution of this Assignment Agreement by all parties.

ARTICLE 3

ESTOPPEL

The SUNGARD Agreement is the sole agreement between CH2M and SUNGARD pertaining to the Access Service and the SUNGARD Agreement has not been modified in any manner. Neither CH2M nor SUNGARD has given a notice of default under the SUNGARD Agreement by the other party, neither CH2M nor SUNGARD is in default of its obligations under the SUNGARD Agreement, and no circumstances exist which, with the giving of notice or passage of time, would ripen into a default under the SUNGARD Agreement. CH2M and SUNGARD acknowledge and agree that all obligations of the parties under the SUNGARD Agreement up to the Effective Date of this Assignment Agreement have been fully performed by the respective parties.

ARTICLE 4

ASSIGNMENT AND DELEGATION

- 4.1 CH2M does hereby assign and delegate to CITY, as assignee, all of its rights, title and interest in and to the SUNGARD Agreement on and subsequent to the Effective Date of this Assignment Agreement.

- 4.2 CITY, as assignee, hereby accepts the assignment and delegation of CH2M's rights and obligations under the SUNGARD Agreement on and subsequent to the Effective Date of this Assignment Agreement. CITY further agrees to assume all of CH2M's obligations thereunder that are incurred on and after the Effective Date of this Assignment Agreement and agrees to perform and keep all of the terms, conditions, covenants, agreements, liabilities and obligations to be performed thereunder from and after the Effective Date of this Assignment Agreement. CH2M shall continue to be responsible for any and all liabilities and obligations incurred prior to the Effective Date.

ARTICLE 5

RELEASE

CH2M and SUNGARD hereby release and forever discharge each other, and their respective successors and assigns for all actions, causes of actions, suits, debts, damages, judgments, claims, demands, agreements, promises and obligations whatsoever, in law or in equity, which each party had, now has or which any successor or assign of each party can, shall or may have, against each other arising out of, related to, or in connection with the rights and obligations granted and accruing under the SUNGARD Agreement that occur after the Effective Date of this Assignment Agreement or which did not arise out of or during the term of the SUNGARD Agreement prior to the Effective Date; provided however, nothing set forth herein shall release SUNGARD from any and all action, causes of actions, suits, debts, damages, judgments, claims, demands, agreements, promises and/or obligations the CITY may have against SUNGARD and which accrue after the Effective Date of this Assignment Agreement.

ARTICLE 6

AMENDMENT OF TERMS AND CONDITIONS OF ORIGINAL AGREEMENT

- 6.1 On the Effective Date of this Assignment Agreement, all references in the SUNGARD Agreement to "CH2M HILL, INC." or "Customer" shall be deemed to refer to "CITY" in order to effectuate the intent of the parties under this Assignment Agreement.
- 6.2 Section 17 of the SUNGARD Agreement entitled "Notices" is hereby amended by deleting the name and address for CH2M and inserting the following for CITY, as assignee after the Effective Date of this Assignment Agreement:

FOR CITY:

City of Johns Creek
Attn: City Manager
12000 Findley Rd.
Suite 400

John's Creek, GA 30097

With a copy to:

City Attorney
City of Johns Creek
12000 Findley Rd.
Suite 400
Johns Creek, GA 30097

ARTICLE 7

SEVERANCE

In the event a portion of this Assignment Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

ARTICLE 8

JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Assignment Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 9

APPLICABLE LAW AND VENUE

This Assignment Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Georgia. Any controversies or legal problems arising out of this Assignment Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of Fulton County, Georgia. By entering into this Assignment Agreement, CH2M, SUNGARD and CITY hereby expressly waive any rights any party may have to a trial by jury of any civil litigation related to, or arising out of this Assignment Agreement. Each party shall bear its own attorney fees in any litigation or proceeding arising under this Assignment Agreement.

ARTICLE 10

THIRD PARTY RIGHTS

Nothing in this Assignment Agreement shall be construed to give any rights or benefits to anyone other than CH2M, SUNGARD or CITY.

ARTICLE 11

SUCCESSORS AND ASSIGNS

This Assignment Agreement shall inure to and be binding upon the authorized successors and assigns of the parties.

ARTICLE 12

WHEREAS CLAUSES

The information contained in the Whereas Clauses set forth above is true and correct, and is hereby incorporated into the body of this Assignment Agreement.

ARTICLE 13

MULTIPLE ORIGINALS

Multiple copies of this Assignment Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment Agreement:

CH2M HILL, INC.,

By_____

Name & Title:_____

___ day of _____, 20__.

SUNGARD PUBLIC SECTOR INC.

By_____

Name & Title:_____

___ day of _____, 20__.

CITY OF JOHNS CREEK, GA.

By_____

Name & Title:_____

___ day of _____, 20__.

Approved as to form
subject to execution by
the parties:

William F. Riley, Jr.
City Attorney, City of Johns Creek

Effective Date (copy from signature page): _____

CUSTOMER NAME AND ADDRESS:

CH2M HILL, INC.
9193 S JAMAICA ST SUITE 400
ENGLEWOOD, CO 80112

(Customer named above is hereinafter referred to as "Customer")

This Application Service Provider Agreement (the "Agreement") is made and entered into by and between SunGard HTE Inc. ("HTE") and Customer on the day and year written following the execution hereof by HTE. Customer and HTE acknowledge that Customer is currently operating as a service provider to the City of Johns Creek, GA (Johns Creek) and that Johns Creek is a beneficiary under this Agreement.

HTE and Customer agree that all services to be provided by HTE to Customer hereunder shall be furnished only under the terms and conditions of this Agreement and any "Schedule A - Order Form". The terms of this Agreement and any "Schedule A - Order Form" shall control notwithstanding any contrary provision of any purchase order used by Customer to effect the furnishing of any software or services by HTE to Customer.

1. Definition of Terms. As used herein:

- 1.1. "Application(s)" means the software system(s) to which Customer has requested access and paid therefor, listed on Schedule A - Order Form, including, but not limited to, all computer programs and related documentation, and any modifications thereto.
- 1.2. "Conversion" means the process by which Customer data and/or Johns Creek data is transformed to a usable HTE operational format. Conversion is an optional, not mandatory, service offered by HTE.
- 1.3. "Effective Date" means the date on which HTE executes this Agreement.
- 1.4. "Host Computer Systems" means HTE's hardware and software, located on HTE's premises, which is maintained and supported by HTE and utilized to provide the access services hereunder.
- 1.5. "Implementation" means the processes by which Customer prepares Customer's operating procedures and personnel for transition to the Applications. Customer is primarily responsible for the preparation of its personnel and procedures, assisted by HTE as provided for herein. Implementation is a part of Start-Up Assistance.
- 1.6. "Schedule A - Order Form" means an attachment to this Agreement, which is a supplement to this Agreement for all purposes. Unless otherwise stated in any Schedule A - Order Form, all terms and conditions stated in this Agreement shall remain in effect.
- 1.7. "Standards Sheet" means an attachment to Schedule A - Order Form, which provides the most current information supplemental to this Agreement, such as hours of operation and support and Customer hardware requirements.
- 1.8. "Start-Up Assistance" means the combination of Implementation and Training services.
- 1.9. "Training" means the classes held by HTE to instruct Customer in the use of the Applications. Training is a part of Start-Up Assistance.

2. Access Services, Start-Up Assistance, and Implementation. HTE agrees to provide access to the Applications (hereafter referred to as "Access") requested by Customer on Schedule A - Order Form (or any supplemental or replacement Schedule A) for the number of terminals indicated so long as Customer is current in its payment obligations hereunder. Customer agrees to pay the fees for Access ("Access Fees") as provided on Schedule A - Order Form. Customer agrees that Customer's Access to the Applications shall be for Customer's sole use in providing services to Johns Creek and not for the benefit of any other party. HTE and Customer agree that Access shall be granted to Johns Creek upon execution of a separate access agreement signed by all three parties.

- 2.1. **Hours of Operation.** HTE shall publish its hours of operation on the Standards Sheet and shall keep Customer apprised of any changes thereto.
- 2.2. **Improvements and Changes.** HTE will install upgrades, new software releases and enhancements, error corrections, upgrades to third party operating system software, and upgrades to hardware, as necessary to meet performance guidelines as stated in the Standards Sheet, for the Host Computer Systems. Error corrections may include patches and fixes.
- 2.3. **Start-Up Assistance.** HTE will provide Start-Up Assistance to Customer and Customer agrees to pay to HTE the Start-Up Fees as provided on Schedule A - Order Form. HTE's most current information with regard to Start-Up Assistance is published on HTE's Standards Sheet. Customer agrees to reimburse HTE for actual, reasonable travel and living expenses incurred by or on behalf of HTE and its personnel in furnishing the Start-Up Assistance. Any such travel and living expenses shall be billed by HTE to Customer on a monthly basis and governed by the HTE Travel Policy. HTE shall make commercially reasonable effort in obtaining favorable rates for such expenses.
- 2.4. **Optional Conversion Services.** At Customer's option, HTE will provide Conversion services. If Customer elects Conversion services, Customer shall provide data to HTE in a compatible format acceptable to HTE, and on media specified by HTE.

3. Term of Agreement. This Agreement is effective on the Effective Date. The term of this Agreement ("Term") shall begin on the Effective Date and shall continue for a period of sixty (60) months after the date the initial Monthly Fee is due under that certain Schedule A - Order Form executed on even date herewith.

4. Charges for Services.

- 4.1. Customer agrees to pay HTE Access and Start-Up Fees in accordance with Schedule A - Order Form. No more frequently than once per year, HTE shall have the right to adjust the Monthly Access Fees. For the Term of this Agreement only, any increase in monthly Access fees shall be limited to no more than 3% compared to the preceding year's fees. HTE may adjust other fees at any time. Travel and living expenses actually incurred in prior months for which HTE is seeking reimbursement shall be invoiced monthly.
- 4.2. Amounts payable to HTE hereunder are payable in full without deduction, or set off, and are net of all sales, use or other taxes or duties. Customer shall duly and timely pay all applicable taxes and duties, however designated, levied or based upon amounts payable to HTE hereunder (exclusive of United States Federal, state or local taxes based upon the net income of HTE). Customer agrees to indemnify and hold HTE harmless from any such taxes or duties which any federal, state or local taxing authority requires HTE to pay on Customer's behalf. It shall be Customer's obligation after payment by Customer to challenge the applicability of any tax if it so desires.

- 4.3. Customer shall pay for any data communications telephone services. If Customer requires special telephone line configurations due to unique equipment or data requirements, HTE reserves the right to charge for analysis and design of such special configurations.
- 4.4. HTE may, after having provided Customer with fifteen (15) business days advance written notice, deny Access to Customer until all required payments due to HTE are received. The provisions of this Subsection 4.5 shall not operate as a waiver of any other remedies HTE may have.
5. **HTE's Obligations.** To assist Customer in accessing and using the Applications hereunder, HTE will:
- 5.1. provide all equipment, software, including changes, updates, and modifications thereto, and services necessary for operation and maintenance of HTE's Host Computer Systems;
 - 5.2. provide efficient communication accessibility to the Host Computer Systems;
 - 5.3. provide information regarding data back-up procedures, security, and other functions as reasonably requested by Customer;
 - 5.4. operate and maintain the Applications and allow Customer access and use thereof. If third party software is included in or with the Applications, HTE will identify separate access or use restrictions or additional payment obligations associated therewith in Schedule A;
 - 5.5. provide Start-Up Assistance described in Schedule A pursuant to Section 2 hereof;
 - 5.6. offer Conversion services;
 - 5.7. provide Application support and system support; and
 - 5.8. publish system availability and support hours as well as host targeted response time.
6. **Customer's Obligations.** In order to enable HTE to perform its obligations hereunder, and as a condition precedent to HTE's obligations to perform hereunder, Customer shall:
- 6.1. within ten (10) days following the execution of this Agreement, designate a primary and a secondary contact, including telephone numbers and e-mail addresses;
 - 6.2. exercise all due diligence in the performance of its obligations hereunder in connection with the Start-Up activities and subsequent access to and use of the Applications;
 - 6.3. develop and implement proper audit controls, balancing procedures, operation methods and sufficient procedures to satisfy its requirements for data security, accuracy of input, and verification of output, including security access control for Customer's users of the Applications; and
 - 6.4. adhere to hardware and communications requirements as published in the Standards Sheet;
 - 6.5. in the course of Customer's daily operations, input data, perform balancing activities, generate reports, maintain data integrity; and be responsible for ensuring the input data is accurate and meets the standard specifications provided by HTE for such data;
 - 6.6. maintain documents of original entry, source data and other backup media sufficient for file and input data re-creation in order to mitigate against the possibility of loss of input data and Customer data maintained by HTE;
 - 6.7. use standard forms as required by HTE; and
 - 6.8. provide for Internet connectivity.
7. **Representations, Warranties and Limitation of Liability.**
- 7.1. HTE represents that it is the owner of all Applications used in the performance of services hereunder, or is an authorized licensee with the right to engage in the delivery of such services, and such software or licenses thereto have been lawfully acquired by HTE.
 - 7.2. HTE warrants that the Application(s) will perform in substantial compliance with its then current documentation. HTE warrants that in the provision of services hereunder, HTE will use employees, agents or contractors who are adequately trained and who possess the requisite skills and professional knowledge to provide assistance in utilizing the Applications.
 - 7.3. In the event an Application is found to not substantially conform to its then-current documentation, Customer shall so advise HTE and HTE shall diligently pursue resolution of the discrepancy between the Application and its documentation.
 - 7.4. IN NO EVENT SHALL HTE BE LIABLE TO CUSTOMER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT. In no event shall HTE be liable to Customer for other damages arising under this Agreement unless such damages result from intentional misconduct or gross negligence on the part of HTE's officers or employees, in which event HTE's aggregate liability under the Agreement will be limited to the lesser of either (a) actual damages resulting directly from such conduct, or (b) the amount of Access Fees actually paid to HTE by Customer hereunder during the six (6) months immediately preceding the month in which the liability accrued.
 - 7.5. THE PROVISIONS HEREOF ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED AND WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE. THE REMEDIES HEREIN CONTAINED ARE EXCLUSIVE AND CUSTOMER WAIVES ALL OTHER REMEDIES.
8. **Confidentiality of Customer's Information.**
- 8.1. HTE acknowledges that Customer regards as confidential and as a proprietary asset any information or materials that come to the attention of HTE by reason of (a) the presence of HTE's agents, employees, or representatives at Customer's site, or (b) HTE furnishing services to Customer in connection with this Agreement (such information, materials, and records collectively being referred to as "Customer's Confidential or Proprietary Information"). Customer's Confidential or Proprietary Information includes such information and materials that may reasonably be considered confidential and proprietary by Johns Creek.
 - 8.2. HTE agrees to safeguard Customer's Confidential or Proprietary Information by holding it in strict confidence, disclosing it only to those employees, agents or contractors who have a need to know in order to provide Access as agreed upon. In the event that a subpoena or other legal process that in any way concerns Customer's Confidential and Proprietary Information is served upon HTE, then HTE agrees to notify Customer in the most expeditious fashion possible following receipt of such subpoena or other legal process, and HTE will reasonably cooperate with Customer, as requested by Customer, to contest the legal validity of such subpoena or other legal process (provided that Customer agrees to pay any expense HTE incurs in so doing).
 - 8.3. HTE agrees to take all reasonable steps to prevent the disclosure, publication or dissemination of Customer's Confidential or Proprietary Information to any other person or entity, except where and to the extent specifically required by law.
 - 8.4. The provisions of this Section shall survive termination of this Agreement.
9. **Security of Customer's Data; Access to HTE's Facility.** HTE will provide data security procedures which will include backup of all magnetically stored data kept or processed for Customer using the Applications, in a reasonable manner determined by HTE in keeping with generally accepted industry practices. Upon reasonable notice and during regular business hours, Customer may request admission to HTE's facility. HTE will not unreasonably refuse such access. Any non-HTE personnel who are granted access to HTE's facility shall comply with the physical security procedures instituted by HTE.

10. **Credit Toward In-house Licensing.** As used in this Paragraph 9, "In-house Licensing" means procuring through HTE's standard license agreement, the right for Customer to run a copy of the Applications that are owned by HTE for Customer's use only, on hardware owned or leased by Customer at a facility which is owned or controlled by Customer. In the event Customer desires to run the Applications owned by HTE in-house (and has not previously procured a license for such in-house use), HTE will discount Customer's in-house licensing fees for the Applications owned by HTE by an amount equal to one percent (1%) of the licensing fees for each month Customer uses Access services, up to a maximum discount of sixty percent (60%). In order to qualify for said credit, Customer must not be in breach hereof, must have provided termination notice pursuant to the terms of this Agreement, must enter into HTE's standard license agreement, and must have paid all fees required to be paid to HTE. Maintenance and support services for the Applications that are owned by HTE will be available to Customer (and are recommended by HTE) under the terms of HTE's standard maintenance agreement. In the event HTE terminates this Agreement pursuant to Section 15.2 hereof, HTE shall provide the Applications owned by HTE to Customer for In-house Licensing at no additional charge for license fees, provided however that Customer enters into HTE's standard license agreement; Customer pays any fees required to be paid to HTE under this Agreement; and Customer is not in breach of this Agreement.

11. **Contingency Planning.** The parties' responsibilities with respect to contingency planning will be as follows:

- 11.1. HTE will develop, maintain and, as necessary in the event of a disaster, execute a disaster recovery plan (the "SunGard HTE Plan") for HTE's hardware and Applications.
- 11.2. HTE will provide to Customer such information as may be reasonably required for Customer to assure that Customer's disaster recovery plan is compatible with the HTE Plan.
- 11.3. Each party will be responsible for the training of its own personnel as required in connection with all applicable contingency planning activities.

12. **Record Retention.** It is Customer's sole responsibility to ensure that its records and data meet its retention requirements. HTE will provide, as a standard, "Ready Access" record retention for a period of five (5) years. For this agreement, "Ready Access" shall mean data will be available to Customer in the ASP Environment. HTE shall provide Customer with notice prior to removal of any records from the ASP Environment. If Customer would like to store records for longer than five years, HTE shall, upon request, provide a CD with such data at no cost to Customer. If Customer requests, HTE will provide longer record retention services to Customer at HTE's then-current fees for such service.

13. **Customer Insurance Responsibility.** If Customer desires to obtain insurance protection against any losses incurred due to loss of input data during transmission or delivery or from errors resulting from defects in, or malfunctions of, the mechanical or electronic equipment used by Customer, Customer may do so at Customer's expense and HTE agrees to cooperate with Customer in obtaining such insurance.

14. **Intellectual Property.**

- 14.1. All computer programs, including the Applications, related documentation, written procedures, copies of transcripts, and similar items are proprietary to and shall be considered trade secrets and confidential information of HTE or HTE's vendors. Customer agrees that it will not disclose to any third party at any time (either during or after termination of this Agreement) any trade secrets or any other secrets or confidential information learned by Customer in connection with this Agreement. All documentation shall be returned to HTE upon termination of this Agreement. All original input data items remain the property of Customer and will be returned pursuant to Customer's instructions, so long as Customer is not in breach of this Agreement. Customer shall retain or destroy all original input documentation and other documentation in accordance with its own procedures.
- 14.2. The provisions of this Section shall survive termination of this Agreement.

15. **Termination.**

- 15.1. Either party may terminate this Agreement for cause in the event that the other party materially or repeatedly defaults in the performance of any of its duties and obligations under this Agreement, subject to the following: (i) the non-defaulting party shall provide written notice to the other party of the non-defaulting party's intent to terminate this Agreement, specifying in detail the cause for the default (hereinafter a "Material Default Notice"); (ii) upon receipt of a Material Default Notice, the recipient shall promptly commence curing the specified default (or demonstrate that the default did not occur), provided that the period of time to cure the default (the "Cure Period") shall not exceed (a) fifteen (15) business days in the event of a default in the payment of money, or (b) sixty (60) calendar days for causes other than payment of money (if the cause cannot reasonably be cured within the aforesaid Cure Period, the parties may extend the cure period by mutually agreeing upon a reasonable plan and program for curing the cause); (iii) if the cause is not cured within the prescribed or agreed upon Cure Period, the non-defaulting party may then immediately terminate this Agreement by providing a written notice to the other, stating the cause for termination, and such notice shall not require a cure period.

15.2. If after any termination or expiration of this Agreement Customer converts to a different vendor's applications, HTE will provide, upon payment of HTE's standard deconversion fee, which will be equal to six (6) months of the Customer's then current Monthly Access Fee, reasonable assistance and documentation for such deconversion in order to assist Customer in removing its information and placing said information in HTE's standard format for input to the other vendor's applications. HTE's standard format is EBCDIC iSeries Format. In the event Customer requests a non-standard deconversion, HTE shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion on a time and materials basis at the standard prevailing rate then charged by HTE for such services.

15.3. In the event of expiration or of any termination of this Agreement, Johns Creek shall have the ability to receive Access through the separate execution of an Application Service Provider Agreement signed by HTE and Johns Creek.

15.4. Customer may terminate this Agreement at any time provided that 1) Customer has paid all fees incurred up to and including said deconversion fee.

16. **Choice of Law/Dispute Resolution.** This Agreement shall be governed by laws of the State of Georgia. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and/or federal courts in or for Fulton County, Georgia for resolution of all disputes in connection with this Agreement.

17. **Notices.** Any notice, request, demand, or other communication required or permitted hereunder will be given in writing, communication charges prepaid, to the party to be notified. All communications will be deemed given when received. The addresses for the parties for the purposes of such communication are:

If to Customer:

To the address shown on Page 1 of this Agreement.

If to HTE:

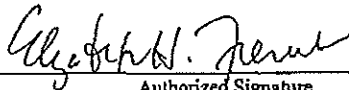
Sungard HTE Inc.
1000 Business Center Drive
Lake Mary, Florida 32746
ATTENTION: Contracts/Legal Counsel

A party may change its address only upon written notice to the other party in which case this Agreement will be deemed to have been so modified.

18. **Force Majeure.** Neither party shall be in default by reason of any failure in the performance of this Agreement if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

19. **Contractual Documents.** This Agreement, along with its Schedule A - Order Form, the Standards Sheet, and any supplements or modifications thereto, contains the complete agreement between the parties with respect to the subject matter hereof. No additional representations, agreements or modifications or amendments to this Agreement hereafter made by a party shall be binding upon either party unless in writing and signed by Customer and accepted in writing by an authorized officer of HTE at its offices in Lake Mary, Florida.

CH2M HILL, INC.



Authorized Signature

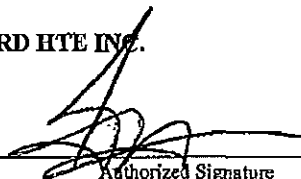
Elizabeth H. French

Print Name & Title

12/14/06

Date

SUNGARD HTE INC.



Authorized Signature

Grant Harbin, Vice President

Print Name & Title

November 29, 2006

Date



**SunGard HTE Inc. Application Service Provider Agreement
Schedule A - Order Form**

Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Customer Name: CH2M HILL, INC.
for the City of Johns Creek, GA
Agreement Number: JHNC-20061489-1

	Yes	No
Initial Order Form	X	
Replacement Order Form		X
Replaces Order Dated		

- Term: Begins February 1, 2007 and expires commensurately with the expiration of the ASP Agreement.
- Application Groups: Start-Up Fees and Monthly Access Fees

	Applications and/or Services	Start-Up Fee	Monthly Access Fee
New Products (Not currently Licensed)	GMBA with Extended Reporting (GM/ER), Purchasing/Inventory (PI), Procurement Card Tracking (PC), Asset Management II (A2), Accounts Receivable (MR), Cash Receipts (CR), Work Orders/Facility Management (WF), Human Resources (HR), Payroll/Personnel (PR), Application Tracking (KA), Land/Parcel Management (LX), Building Permits (BP), Code Enforcement (CE), Business Licenses (OL), Planning & Engineering (PZ), Click2Gov Core Module (K1), Click2Gov Building Permits (K3), Click2Gov Planning & Engineering (K7), Click2Gov Code Enforcement (K0), Click2Gov Business Licenses (K8), OnePoint C2G Credit Card Payment Activation (K4), OnePoint Point-of-Sale (KM), QRep Catalogs (GM, PI, A2, MR, CR, WF, HR, PR, LX, BP, CE, OL, PZ) CJ, Document Management Services (DX)	\$ 105,127.00	\$ 8,338.00
Third Party Products	QRep Admin (1 User) - CG Admin, QRep End User (4 Users) - CG, QRep Web (20 users) - QI, LG Viewer ESRI Interface (20 Users)	Included in Start-Up Fee	Included in Monthly Access Fee
Hardware Allocation	The Click2Gov and QRep Web servers will be hosted and managed by the SunGard HTE in Lake Mary - the cost is included in this proposal.	Included in Start-Up Fee	Included in Monthly Access Fee
Services	Start-up Assistance, Implementation and Training, NavILine Migration, HELP Card, Disaster Recovery Plan for SunGard HTE applications	Included in Start-Up Fee	Included in Monthly Access Fee
Subtotal -		105,127.00	8,338.00
Concurrent Sessions - Monthly Access Fees			
25	\$100 per user	-	2,500.00
System Total:		\$ 105,127.00	\$ 10,838.00

*Start-Up Fee is based on use of HTE's Standard ASP Implementation Methodology.

**Number of Concurrent Sessions listed above used in the calculation for the Monthly Access Fees. Changes to the number of Concurrent Sessions may impact the Monthly Access Fee.

3. Payment Terms:

Start-Up Fee: Due upon execution of this Order Form.

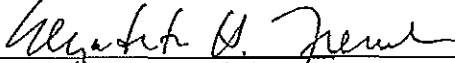
Monthly Access Fee: The initial Monthly Access Fee, for the above listed Applications and Services, will be due February 1, 2007. Subsequent Monthly Access Fees will be due on the first of the month thereafter. Monthly Access Fees will be invoiced in advance on a monthly basis for a term of sixty (60) months. Following the initial 12 months, Monthly Access Fees for subsequent 12 month periods of service are subject to change but shall not increase by an amount greater than 3% over the preceding 12 months.

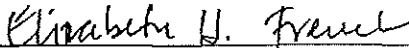
Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the HTE Corporate Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which SunGard HTE is seeking reimbursement, shall also be invoiced monthly.

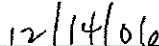
4. **Hardware:** The DMS Server shall reside at Customers site for ease of management. The DMS Server is owned by HTE and is not the property of Customer and shall be returned to HTE upon reasonable request of HTE when the DMS Server is no longer necessary. Shipping to return the DMS Server shall be responsibility of HTE. The Click2Gov Server shall reside at HTE's Lake Mary office. The Click2Gov Server is owned by HTE and is not the property of the Customer.
5. **Conversion:** Conversion, if provided for herein, or if requested by the Customer after contract execution, will be controlled by the HTE Systems Change Request (SCR) form which will be prepared for the Customer by the HTE Conversion Team Manager. There will be a Two Hundred Fifty dollar (\$250.00) non-refundable processing fee for preparation of each SCR requested by the Customer. HTE will proceed on the SCR when the signed SCR is returned with the Customer's authorization. An invoice for the initial fifty percent (50%) payment, which includes the non-refundable processing fee, will be sent to the Customer upon receipt of the signed SCR. The final fifty percent (50%) payment is due upon completion. Data must be given to HTE in an IBM compatible format on a specified magnetic media and must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is agreed that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. SCR form(s) for any conversion services included in this Supplement are attached for Customer signature and return to HTE along with this Supplement.

This Schedule A - Order Form is entered into under the terms and conditions of the SunGard HTE Inc. Application Service Provider Agreement between the parties. The attached Standards Sheet is applicable to the services ordered above.

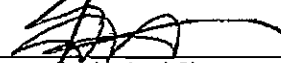
CH2M HILL, INC.


Authorized Signature


Print Name & Title


Date

SUNGARD HTE INC.


Authorized Signature

Grant Harbin, Vice President
Print Name & Title

November 29, 2006
Date

SUNGARD® PUBLIC SECTOR HTE

SunGard HTE Inc. Application Service Provider Agreement Schedule A - Order Form

Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Customer Name: CH2M HILL, INC.
for the City of Johns Creek, GA
Agreement Number: JHNC-20061489-2

	Yes	No
Initial Order Form		X
Replacement Order Form		X
Replaces Order Dated		

1. Term: Begins August 1, 2007 and expires commensurately with the expiration of the SunGard HTE Inc. Application Service Provider Agreement (Agreement) dated December 14, 2006, between SunGard HTE Inc. (HTE) and CH2M Hill, Inc. for the City of Johns Creek, GA (Customer).

2. Application Groups: Start-Up Fees and Monthly Access Fees

	Applications and/or Services	Start-Up Fee	Monthly Access Fee
New Products (Not currently Licensed)	Contact Management (CZ), Click2Gov Citizens Request Tracking (KF), QRep Analytics - Job Order History (QB), QRep Analytics - Call History (QD)	\$ 22,265.00	\$ 1,430.00
Third Party Products (Not currently Licensed)	QRep Analytics Base Component - 5 Seats (QA)	Included in Start-Up fee	Included in Monthly Access Fee
Services	Set-up, Implementation and Training, Disaster Recovery Plan for SunGard HTE applications	Included in Start-Up fee	Included in Monthly Access Fee
	Subtotal:	\$ 22,265.00	\$ 1,430.00
Discount	Discount for Contact Management (CZ) and Click2Gov CRT (KF)	(17,765.00)	(1,125.00)
	System Total:	\$ 4,500.00	\$ 305.00

*Start-Up Fee is based on use of HTE's Standard ASP Implementation Methodology.

3. Payment Terms:

Start-Up Fee: Due upon execution of this Order Form.

Monthly Access Fee: The initial Monthly Access Fee, for the above listed Applications and Services, will be due August 1, 2007. Subsequent Monthly Access Fees will be due on the first of the month thereafter. Monthly Access Fees will be invoiced in advance on a monthly basis. Fees will be billed with current ASP Monthly Access Fees. Following the initial 12 months, Monthly Access Fees for subsequent 12 month periods of service are subject to change but shall not increase by an amount greater than 3% over the preceding 12 months. At the end of the initial term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the HTE Corporate Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which SunGard HTE is seeking reimbursement, shall also be invoiced monthly.

This Schedule A - Order Form is entered into under the terms and conditions of the SunGard HTE Inc. Application Service Provider Agreement between the parties.

CH2M HILL, INC.

SUNGARD HTE INC.

Authorized Signature

Authorized Signature

ROB ROBERTS CONTRACTS ADMIN
Print Name & Title

RONALD E. GOODROW
Executive Vice President
Print Name & Title

7/3/07
Date

June 13, 2007
Date

SUNGARD® PUBLIC SECTOR HTE

SunGard HTE Inc. Application Service Provider Agreement Schedule A - Order Form

Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Customer Name: CH2M HILL, INC.
For the City of Johns Creek, GA
Agreement Number: JHNC-20061489-3

	Yes	No
Initial Order Form		X
Replacement Order Form		X
Replaces Order Dated		

1. Term: Begins August 1, 2007 and expires commensurately with the expiration of the SunGard HTE Inc. Application Service Provider Agreement (Agreement) dated December 14, 2006, between SunGard HTE Inc. (HTE) and CH2M Hill, Inc. for the City of Johns Creek, GA (Customer).

2. Application Groups: Start-Up Fees and Monthly Access Fees

	Applications and/or Services	Start-Up Fee	Monthly Access Fee
Third-Party Products ACOM Solutions	ACOM Software Subscription, Annual Maintenance, eForms, Document Design for Building Permits, Onsite Implementation visit (ACOM Staff)	\$ 1,923.00	\$ 248.00
Total:		\$ 1,923.00	\$ 248.00

*Start-Up Fee is based on use of HTE's Standard ASP Implementation Methodology.

3. Payment Terms:

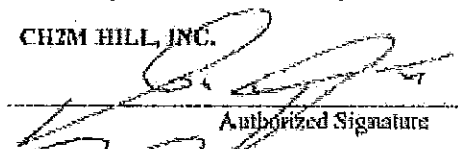
Start-Up Fee: Due upon execution of this Order Form.

Monthly Access Fee: The initial Monthly Access Fee, for the above listed Applications and Services, will be due August 1, 2007. Subsequent Monthly Access Fees will be due on the first of the month thereafter. Monthly Access Fees will be invoiced in advance on a monthly basis. Fees will be billed with current ASP Monthly Access Fees. Following the initial 12 months, Monthly Access Fees for subsequent 12 month periods of service are subject to change but shall not increase by an amount greater than 3% over the preceding 12 months. At the end of the initial term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

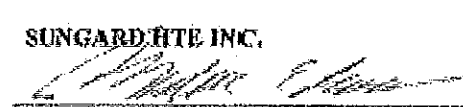
Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the HTE Corporate Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which SunGard HTE is seeking reimbursement, shall also be invoiced monthly.

This Schedule A - Order Form is entered into under the terms and conditions of the SunGard HTE Inc. Application Service Provider Agreement between the parties.

CH2M HILL, INC.


Authorized Signature
ROB ROBERTSON
Print Name & Title
8/14/07
Date

SUNGARD HTE INC.


Authorized Signature
RONALD E. GOODROW
Executive Vice President
Print Name & Title
July 18, 2007
Date

SUNGARD® PUBLIC SECTOR

Supplement to the SunGard Public Sector Inc. Application Service Provider Agreement Schedule A - Order Form

This Schedule A - Order Form is entered into under the terms and conditions of the SunGard Public Sector Inc. Application Service Provider Agreement dated December 14, 2006 (Agreement), between SunGard Public Sector Inc. (SunGard Public Sector) and CH2M Hill, INC for the City of Johns Creek, GA (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Customer Name: CH2M Hill, INC.
For the City of Johns Creek, GA

Agreement Number: JHNC-20061489-4

	Yes	No
Initial Order Form		X
Replacement Order Form		X
Replaces Order Dated		

- Term: Begins January 1, 2010 and expires commensurately with the expiration of the Agreement.
- Application Groups: Start-Up Fees and Monthly Access Fees

	Applications and/or Services	Start-Up Fee	Monthly Access Fee
New Products (Not currently Licensed)	Quatred Mobile Bar Code Interface - Public Admin (QF)	\$4,000.00	\$300.00
Services	Setup, Implementation, Disaster Recovery Plan for SunGard Public Sector applications	Included in Start-Up fee	Included in Monthly Access Fee
	Total	\$4,000.00	\$300.00

NOTES

Hardware, Software, Travel and expenses for Quatred to be billed separately.

Start-Up Fee is based on use of SunGard Public Sector's Standard ASP Implementation Methodology.

The interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

3. Payment Terms:

Start-Up Fee: Due upon execution of this Order Form.

Monthly Access Fee: The initial Monthly Access Fee will be due January 1, 2010. Subsequent Monthly Access Fees will be due on the first of the month thereafter. Monthly Access Fees will be billed with current ASP Monthly Access Fees. Additional ASP Monthly Fees will be billed with current Customer's current ASP Monthly Fees at the rates listed below:

January 1, 2010 - January 31, 2011	\$300.00 per month or \$3,900.00 (multi year),
February 1, 2011 - January 31, 2012	\$312.00 per month or \$3,744.00 per year.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which SunGard Public Sector is seeking reimbursement, shall also be invoiced monthly.

The terms and conditions contained in this Schedule A - Order Form, including the prices, will be honored as set forth herein, provided this Schedule A - Order Form is executed by December 31, 2009. Please sign below and Fax back to 407-386-8878.

City of Johns Creek - C/O CH2M HILL
Northpark 400
1000 Abernathy Road, Suite 1425
Atlanta, GA 30328

Authorized Signature

Date

Printed Name

12/29/09 ROB ROBINETT

\$231.53
over 90
OK to
process
12/30/09

SUNGARD® PUBLIC SECTOR

Supplement to the SunGard Public Sector Inc. Application Service Provider Agreement Schedule A - Order Form

This Schedule A - Order Form is entered into under the terms and conditions of the SunGard Public Sector Inc. Application Service Provider Agreement dated December 14, 2006 (Agreement), between SunGard Public Sector Inc. (SunGard Public Sector) and CH2M Hill, INC for the City of Johns Creek, GA (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Customer Name: CH2M Hill, INC.
For the City of Johns Creek, GA

Agreement Number: JHNC-20061489-5

	Yes	No
Initial Order Form		X
Replacement Order Form		X
Replaces Order Dated		

1. Term: Begins August 1, 2010 and expires commensurately with the expiration of the Agreement.
2. Application Groups: Start-Up Fees and Monthly Access Fees

	Applications and/or Services	Start-Up Fee	Monthly Access Fee
New Products (Not currently Licensed)	Interface to GM from Courtware - (IG)	\$1,200.00	\$375.00
Services	Setup, Implementation, Disaster Recovery Plan for SunGard Public Sector Applications.	Included in Start-Up fee	Included in Monthly Access Fee
	TOTAL	\$ 1,200.00	\$ 375.00

Start-Up Fee is based on use of SunGard Public Sector's Standard ASP Implementation Methodology. The interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

3. Payment Terms:

Start-Up Fee: Due upon execution of this Order Form.

Monthly Access Fee: The initial Monthly Access Fee will be due August 1, 2010. Subsequent Monthly Access Fees will be due on the first of the month thereafter. Monthly Access Fees will be billed with current ASP Monthly Access Fees. Additional ASP Monthly Fees will be billed with current Customer's current ASP Monthly Fees at the rates listed below:

August 1, 2010 - January 31, 2012 \$375.00 per month or \$6,375.00 (multi year).

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which SunGard Public Sector is seeking reimbursement, shall also be invoiced monthly.

The terms and conditions contained in this Schedule A - Order Form, including the prices, will be honored as set forth herein, provided this Schedule A - Order Form is executed by August 15, 2010. Please sign below and Fax back to 407-386-8878.

City of Johns Creek - C/O CH2M Hill
Northpark 400
1000 Abernathy Road, Suite 1425
Atlanta, GA 30328

Authorized Signature

Date

Printed Name



Monthly Report to Mayor and Council

Feb. 28, 2011

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Goals 2013

A. Provide excellent services in an efficient, cost-effective manner

- Continued efforts to find enhanced performance initiatives and efficiencies in individual departments.

B. Improve transportation system

- Pavement condition study
- MARTA funded pedestrian improvements.
- Bridge rehabilitations.
- ITS Master Plan and implementation.
- Greenway gaps.
- Right-of-way acquisition for Jones Bridge Road intersection improvements

C. Expand business opportunities and local economy

- Expanded business directory on city Website to include business websites, and re-organized to make businesses easier to find
- Continued interface with chamber;
- Expanded branding efforts to GNFFCC;
- Developed ad for 2010 City Guidebook that can be on hand as needed

D. Build our community and pride

- Atlanta Tennis Championship 7/19-7/25/2010
- PGA Tournament
- 2014 U.S. Amateur Golf Championship
- Autrey Mill Nature Preserve building renovations
- ADA improvements in city parks
- Newtown Dog Park
- Community storm drain marking program
- Citizens Police Academy graduation
- PACT brochure
- Median landscaping and beautification

E. Develop leisure, recreation and arts opportunities

- Atlanta Tennis Championships
- Newtown Senior Center renovation.
- Music in the Park.
- Movies in the Park
- Working on Provider Agreement with Senior Services North Fulton
- Landscaping and amenities design work on Greenway; turning Greenway into an active recreation effort

Policy Agenda Action Items

I. Top Priority

Target Action	Actions During Past Month	Upcoming Actions	Key Issues Upcoming
A. CH2M HILL Contract: Direction Responsibility – City Manager/Program Director/Council member	<ul style="list-style-type: none"> Issue resolved 		
B. Bond Rating & Policy: Direction Responsibility – Finance/City Manager		<ul style="list-style-type: none"> Continue meetings, research, etc. 	<ul style="list-style-type: none"> Policies Rating Citizen Survey Results Projects
C. Community Events & Organizations Funding: Direction Responsibility – Finance/Staff/Council	N/A		<ul style="list-style-type: none"> Session with City Council to discuss potential funding-request parameters for other line item funding for arts grant

Policy Agenda Action Items

Target Action	Actions During Past Month	Upcoming Actions	Key Issues Upcoming
D. City Economic Development Strategy: (including business retention & growth, business attraction) Responsibility – Communications/ City Manager	<ul style="list-style-type: none"> Participated in marketing plan with Greater North Fulton Chamber of Commerce 	<ul style="list-style-type: none"> Meet with JC Chamber of Commerce Developing a possible film-location inventory Implementation of “Shop the Creek” program North Fulton Business Expo 2011 in March 	<ul style="list-style-type: none"> Continue meeting with Johns Creek Chamber of Commerce and Keyworth Bank for discussion of potential economic development partnership
E. Hotel Attraction Strategy: Development Responsibility – Community Development	<ul style="list-style-type: none"> D.I.W. due to economy 		
F. Stormwater Responsibility -- Public Works Council issue - education	<ul style="list-style-type: none"> Continued detailed design for retrofit of three City-owned detention ponds for water quality compliance Completed preliminary engineering on Foxworth subdivision drainage improvements 	<ul style="list-style-type: none"> Stormwater ROW – Detention ponds – Drainage City-owned stormwater problems - funding 	<ul style="list-style-type: none"> Funding of Foxworth subdivision drainage system improvements

Policy Agenda Action Items

Target Action	Actions During Past Month	Upcoming Actions	Key Issues Upcoming
G. Economic Development Policy Responsibility – City Manager & Communications	<ul style="list-style-type: none"> Continue to interface with Johns Creek Chamber of Commerce 	<ul style="list-style-type: none"> Staff commitment of time/resources to development of “Leadership Johns Creek” Continued efforts on branding with JCCC, GN FCC, CVB, others 	<ul style="list-style-type: none"> Present economy in state of crisis regarding economic development policies Retention of existing business may become main issue Cities have limited capabilities in retention issue
H. Solid waste Responsibility – Public Works	<ul style="list-style-type: none"> Solid Waste Manager spoke at JCCA monthly meeting Signed contract extension with Keep North Fulton Beautiful Presented Coca-Cola grant application at 2-14 Work Session 	<ul style="list-style-type: none"> Work with neighborhoods and HOAs on solid waste ordinance implementation Standardization of recycling carts by April 1 	<ul style="list-style-type: none"> Meet with haulers to discuss new requirements, ensure compliance Update website and work on educational materials to inform public
I. Recreation and Parks Master Plan/Bond funding for parks	<ul style="list-style-type: none"> Council Adoption of Non-Resident Fee Policy at the February 14 Council Meeting Council Adoption of Park Facility Fees at the February 14 Council Meeting 	<ul style="list-style-type: none"> Continuing Parks Master Plan Discussion at Work Session in April 	<ul style="list-style-type: none"> Determine direction of Park Association contracts Staff recommendation on alcohol at Autrey Mill Cultural Arts plan

Policy Agenda Action Items

II. High Priority

Target Action	Actions During Past Month	Upcoming Actions	Key Issues Upcoming
A. City Complex/City Center: Report, Direction (City Hall, Police, Courts, Fire, Administration) Responsibility – Community Development/Finance/ City Manager	<ul style="list-style-type: none"> Meeting with vendor delayed because of weather 	<ul style="list-style-type: none"> Include concept in specific survey on “Citizen Issues” Citizen survey to be conducted during early March Receive Council direction in March strategic planning session 	<ul style="list-style-type: none"> Affordability Survey timing
B. Bond Referendum for Transportation (Preparation) Responsibility – City Manager/Finance/Public Works	<ul style="list-style-type: none"> Bond counsel issues written opinion letter 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none">

<p>C. Redevelopment Strategy: Development</p> <p>Responsibility – Community Development</p>	<ul style="list-style-type: none"> • Planning & Zoning has been conducting independent research on established policies/best management practices regarding redevelopment strategies. • Contacted CoStar regarding a subscription to their commercial market analysis service. Subscription too costly. Acquired sufficient information for project from ARC free of charge. • Mapped retail areas via GIS and coordinated with ARC concerning vacancy data. 	<ul style="list-style-type: none"> • Creating city-specific goals, policies, directives and procedures. • Identifying potential redevelopment sites 	<ul style="list-style-type: none"> • Determining scope of redevelopment efforts. • Awaiting further council direction
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Policy Agenda Action Items

Target Action	Actions During Past Month	Upcoming Actions	Key Issues Upcoming
D. Gateway & Entrance Markers: Master Plan, Direction Responsibility – Public Works/Communications		<ul style="list-style-type: none"> Communications and Public Works staff continued interface Council to review designs and give direction 	<ul style="list-style-type: none"> Council continues to provide direction on concepts and funding. Funding of construction of entrance monuments
E. Development and Design Standards: Direction Responsibility – Community Development	<ul style="list-style-type: none"> Completed 		
F. Zoning Ordinance: Codification Responsibility – Community Development	<ul style="list-style-type: none"> Completed 		
G. Post Office/ZIP Code	None		
H. Autrey Mill Park Association Operating Agreement Responsibility – City Manager/City Attorney	<ul style="list-style-type: none"> Construction completed 	<ul style="list-style-type: none"> Police officer to reside in apartment 	

Management Agenda Action Items

Target Action	Actions During Past Month	Upcoming Actions	Key Issues Upcoming
A. Corporate Marketing and Communication Plan: Update Responsibility – Communications	<ul style="list-style-type: none"> Updating pages to website Contact with Johns Creek Chamber of Commerce for future strategy meetings Working on an Annual Communications Plan 	<ul style="list-style-type: none"> Developing Crisis Management Plan Working on a communications strategy 	
B. Fee Schedule/ Simplified Process Responsibility – Community Development		<ul style="list-style-type: none"> Presentation to Council during work session. (TBD) 	<ul style="list-style-type: none"> Incorporation into the budget adoption cycle

2009 Management Agenda Action Items

Target Action	Actions During Past Month	Upcoming Actions	Key Issues Upcoming
A. Pavement Management System Responsibility – Public Works	<ul style="list-style-type: none"> Finalizing proposal with Stantec for a pavement condition study 	<ul style="list-style-type: none"> Perform pavement condition study for all public streets; present findings to Council 	<ul style="list-style-type: none"> Schedule resurfacing of Boles Road and a portion of Haynes Bridge Road in the Spring
B. Traffic Flow Analysis and Plan Responsibility – Public Works/Police Dept	<ul style="list-style-type: none"> Continued other Capital Improvements 	<ul style="list-style-type: none"> Implement Phase 1 of ITS master plan - traffic control center, installation of fiber, installation of cameras on Medlock Bridge by end of February 	<ul style="list-style-type: none"> Implement Phase 2 – cameras and fiberoptics on State Bridge and Jones Bridge roads
C. Neighborhood Infrastructure Mid-Year Evaluation Responsibility – Finance Director/City Manager	<ul style="list-style-type: none"> None taken 	<ul style="list-style-type: none"> On hold 	<ul style="list-style-type: none"> Based on funding availability, need to separate specific traffic-calming policies and funding Does state of present economy effect potential borrowing/HOA economic viability on match?